

August 12, 2011

Jon Lauch, Director of Facilities
School District No. 4J
715 West Fourth Avenue
Eugene, OR 97402

Dear Jon,

Civic Community Group, LLC. (CCG), a wholly owned entity of Market of Choice, Inc., an Oregon corporation, would like to formally indicate our interest in acquiring the option to lease the Civic Stadium properties from School District No. 4J (District). This letter evidences the major terms and conditions that CCG proposes to be incorporated into an option, as well as a lease.

CCG's long-term interest is to develop a Community Recreation Complex featuring a new Eugene YMCA, a new Indoor Tennis Facility, a Multi-Use Athletic Complex featuring a Soccer/ Lacrosse field with other recreation uses, and the Historic Civic Stadium. Our short-term interest is to preserve the historic structure from further deterioration, refine our plans which include searching for potential users of the soccer/lacrosse field and stadium, and share our vision with the 4J School Board and the community. If CCG exercises the lease option and takes occupancy of the premises we may consider finding short-term uses for the property that are compatible with current zoning, the neighborhood, existing City and/or District uses and are not in conflict with the concerns of the District. Parking requirements should be minimal.

This portion evidences the major terms and conditions that Civic Community Group, LLC. would consider entering into an option to lease with Eugene School District 4J:

- 1. Owner:** Eugene School District 4J
- 2. Optionee:** Civic Community Group, LLC
- 3. Premises:** The parcel of approximately 9.4 acres which is described as 'Stadium Property' on Exhibit A plus the northern parcel consisting of approximately .7 acres which is described as 'North Lots' on Exhibit A.
- 4. Effective Date:** On an agreed upon date.
- 5. Option Term:** 1 year with an expiration date 12 calendar months from the effective date.
- 6. Exercising Option:** Option can be exercised in writing at any time in the first eleven (11) months of the Option Term.
- 7. Option Payment:** \$200,000 for the option to lease the parcel described as 'Stadium Property' on Exhibit A and \$50,000 for the option to lease the parcel described as 'North Lots' on Exhibit A.
- 8. Assignment:** Optionee shall have the authority to assign this option to private non-profit groups, neighborhood and community groups, or other tax supported agencies.
- 9. Restrictions:** Owner and Optionee agree that each are prohibited from making any application for land use or zoning changes as well as changes to the historic designation of the stadium during the Option Term.

10. Work Sessions: Owner and Optionee agree to provide each other the time and attention during the Option Term to discuss the best use of premises, the exercise of the lease option, and possibly an option to purchase.

This portion evidences the major terms and conditions that Civic Community Group, LLC would consider entering into a lease with Eugene School District 4J:

- 1. Landlord:** Eugene School District 4J
- 2. Tenant:** Civic Community Group, LLC
- 3. Premises:** The parcel of approximately 9.4 acres which is described as 'Stadium Property' on Exhibit A plus the northern parcel consisting of approximately .7 acres which is described as 'North Lots' on Exhibit A.
- 4. Effective Date:** One day after the exercise of the Option.
- 5. Initial Term:** 12 calendar months, plus the partial month, if any, in which the Tenant exercises the Option.
- 6. Renewal Option:** One extension term of 12 calendar months.
- 7. Rent Payments:** Monthly rent payments of \$16,667.00 for the parcel described as 'Stadium Property' on Exhibit A and \$4,166.00 for the parcel described as 'North Lots' on Exhibit A.
- 8. Sublease:** Tenant shall have the authority to sublease to private non-profit groups, neighborhood and community groups, or other tax supported agencies.
- 9. Restrictions:** Landlord and Tenant agree that each are prohibited from making any application for land use or zoning changes as well as changes to the historic designation of the stadium during the term of the lease.
- 10. Work Sessions:** Landlord and Tenant agree to provide each other the time and attention during the term of the lease to discuss the best use of premises and possibly an option to purchase.
- 11. Improvements:** Tenant shall have the right to make repairs and improvements to the Premises with the written consent of the Landlord which cannot be unreasonably withheld.

Thank you for considering our interest in Civic Stadium properties.

Sincerely,



Rick Wright
President/CEO
Market of Choice, Inc.
member, Civic Community Group, LLC.